

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE COST**

**TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
B-1	SUPPLIES OR SERVICES	2
B-2	PRICE COST	

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE/COST**

**B-1    SUPPLIES OR SERVICES**

The District of Columbia, Child and Family Services Agency (“Agency”), is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms to assist in the evaluation and implementation of CFSA’s Loan Repayment Program for Social Workers as set out in the Statement of Work (SOW).

CFSA intends to award one (1) contract as a result of this RFP.

**B-2    PRICE/COST**

The Contractor shall be compensated based on the prices for the units of services shown on Section B – The Schedule. This fully loaded rate(s) shall include all necessary labor, personnel, equipment, materials, facility(ies) and any other items necessary to perform the services in accordance with the specifications sated in this RFP and at the stated prices stated herein.

**PART I – THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**TABLE OF CONTENTS**

<u>SECTION NO</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
C	SCOPE OF WORK	6
C-1	SPECIFIC REQUIREMENTS	8-10

## **SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **EVALUATION OF LOAN REPAYMENT PROGRAM FOR SOCIAL WORKERS**

#### **INTRODUCTION**

The Child and Family Services Agency, (Agency), is seeking an experienced Consultant able to provide services to evaluate the implementation and maintenance phases and overall effectiveness of a Student Loan Repayment Program, (LRP), for Social Workers in the recruitment and retention of Social Workers who provide case management services. This incentive was designed as a key recruitment and retention strategy to obtain and retain qualified licensed professional Social Workers. This one-time Congressional funding was provided to qualified Social Workers with current outstanding student loan debts related to the educational aspects of obtaining their masters or bachelors level degrees in social work. As such, monies were specifically targeted to repay a defined portion of those incurred educational expenses.

The contractor shall work directly with the Social Workers who received the funding, their supervisors, program managers, and administrators, as well as with the Principal Deputy for Program Operations and Director for the Human Resources Administrator in evaluating the effectiveness of this strategy in recruiting and retaining Social Workers and shall provide a detailed report within the context of other existing Agency incentives, describing the findings with recommendations.

#### **BACKGROUND**

Historically, Social Worker positions have been consistently difficult to fill when the responsibilities mandated case management services. While caseloads have been dramatically reduced, these case management Social Worker jobs still require focused efforts to recruit and to retain qualified Social Workers who are willing to remain in these positions for at least two to four years in order to establish a mass of experienced Social Workers that shall be available to address the emerging complexities presented by children and families.

In response to the desire to improve protection and social services for abused and neglected children, meet court mandated caseload levels, and comply with requirements of the Federal Adoption and Safe Families Act, CFSA designed its recruitment and retention efforts of Social Workers to embrace the opportunities that the practice of Child Welfare offers. Congruent with its mission to promote the safety, permanence, and well-being of children, one significant overall goal of CFSA is to recruit and to retain a highly qualified, well-trained, highly motivated cadre of professional Social Workers to provide culturally appropriate and competent, individualized services for children and their families.

As such, Congress recognized the important work being done by the CFSA's Social Workers, and the significant level of debt incurred with obtaining the required educational preparation to become a Social Worker.

CFSA received funding to develop a National Student Loan Repayment Program that recognized the critical responsibility of Social Workers in the same way in which similar Federal and State programs have recognized the broader range of public service professionals inclusive of teachers, lawyers, doctors, nurses, and others devoted to improving the quality of life for children and families faced with multiple disadvantages. This funding was used to recruit Social Workers from June 2004 through September 2004 and to retain current case management Social Workers in their case management positions through September 2008.

In turn, CFSA seeks an experienced contractual provider, able to readily evaluate the effectiveness of the Loan Repayment Program in recruiting and retaining Social Workers. The program required that Social Workers with outstanding college and graduate school loans make a longer term commitment to provide continued case management services as a principal prerequisite for program eligibility with the objective of extending their average tenure and affording CFSA with a steadfast cadre of experienced Social Workers over a defined, extended period of time. Those workers already employed by CFSA for at least two years, had to agree to continued service agreements for another two years.

As such, they would receive one-half of the loan repayment reimbursement after the third year of service, which would be in 2005 and the final payment at the end of 2006. Social Workers recruited in 2004 had to agree to commitments of 4 years and would receive one half of the payments after the completion of year 3 or 2007 with the final payment being made after year 4 or 2008.

#### **C. SCOPE OF WORK**

This Program was designed to provide college (undergraduate or graduate) student loan repayment assistance to a defined number of qualified Agency Social Workers who currently provide and agreed to continue to provide case management services. At the conclusion of the eligibility period, 147 Social Workers had enrolled and had agreed to staggered retention dates ranging with payments for service being made starting effective July 2005 to September 2008, when the program officially concludes. As such, the program must now be evaluated over the next four years to determine its utility in recruiting and retaining Social Workers.

Each of the 147 Social Workers enrolled in the program shall need to be certified as remaining eligible prior to the first and/or second payments being made. The HR Administration shall be responsible for this certification process and shall in turn, work with the contractor to provide up to date information. The expected Agency outcome of this Program should result in a higher retention rate of experienced, high quality Social Workers who desire to provide case management services to a diverse population of children and families with evolving complex issues. The Contractor shall be responsible for evaluating the validity of this anticipated outcome.

## C-1 **SPECIFIC REQUIREMENTS**

- C-1.1 The Contractor shall be required to develop measures of effectiveness for this program that shall be consistent with CFSA's mission. As such, the Contractor shall hold a series of interviews and focus groups with CFSA's and its private providers, administrators, managers, and supervisors to ascertain their perspectives regarding this one time funding and desired outcomes. The Contractor shall be required to interview each of the Social Worker participants in the program, without regard to their fulfillment of their individual agreements for continued service. That aspect of the work shall center on the reasons why some Social Workers remained in the program and others withdrew. Since the expected project outcomes shall center on the effectiveness of recruitment and retention of Social Workers, CFSA has interest in understanding why any participant may have left the program prior to receiving the incentive. The loan amounts are significant when compared with comparable programs. Any worker willing to forego this generous financial incentive after being accepted for enrollment must be contacted and interviewed to determine the reasons for withdrawal, which must be documented.
- C-1.2 The Contractor shall be required to do some work on site at CFSA, interviewing Social Workers and at the sites where private provider Social Workers are employed. Nine of the Social Worker enrollees are employed with the private provider partners of CFSA in off site locations. The Contractor shall be required to go to those sites to interview those workers and their managers. The Human Resources Administrator or designee shall provide Program oversight of this Program and other specific information about the individual eligibility criteria developed by CFSA. The Human Resources Administrator shall also provide the roster of qualified participants confirmed and enrolled in the program.
- C-1.3 Summary reports shall be required on annually with a cumulative detailed analytical report descriptive of all findings and recommendations being required within 60 days of the last loan payment being paid to Social Workers. This final report must meet the approval of the Project Officer.

### ***Requirements Summary and Quality Assurance Plan***

- C-1.4 The Contractor shall meet with CFSA Project Officer within one week of being awarded this contract to review the expectations, performance standards, quality controls, reporting mechanisms, and all applicable guidelines in detail to ensure a thorough understanding of this Program.
- C-1.5 The Contractor shall have absolute knowledge of all Agency policies that govern the Loan Repayment Program, to include specific details regarding the procedures eligibility criteria. The contractor shall have copies of these policies within 10 days of receiving the contract.

- C-1.6 The Contractor shall make certain to understand all other existing Social Worker incentives designed to recruit and retain Social Workers at the time of this funding initiative, as well as how those incentives and any subsequent ones might have impacted the LRP.
- C-1.7 The Contractor shall conduct this analysis within the context of all other Social Worker incentives available at the time of initiation of the Loan Repayment Program and up to the present, which may influence continued participation in the program.
- C-1.8 The Contractor shall apply a methodology that is field researched, cost-effective, and approved by the Project Officer in evaluating the Student Loan Repayment Program.
- C-1.9 The Contractor shall make certain that the measures of program effectiveness are meaningful and consistent with CFSA's mission.
- C-1.10 The Contractor shall focus on the Loan Repayment Program as an effective strategy in both recruiting and retaining Social Workers and document findings in both categories by interviewing Social Workers eligible for the program, but not participating, as well as those who did decide to participate.
- C-1.11 The Contractor shall interview eligible Agency staff who elected not to participate in the Loan Repayment Program to learn more about the reasons for not participating as a part of the evaluation process of overall effectiveness of a Student Loan Repayment Program.
- C-1.12 The Contractor shall use existing Agency data specific to Social Worker recruitment and retention as a comparison and to establish baseline measurements. Changes in trends must be evaluated and documented.
- C-1.13 The Contractor shall develop an approved record keeping system that shall track all administrators, managers, supervisors, and enrolled workers who were consulted as a part of this evaluation process. CFSA Project Officer must approve this record keeping system prior to its implementation by the contractor.
- C-1.14 The Contractor shall provide a detailed report at the end of year one that describes the evaluation methodology used and rationale for this approach.

### ***Deliverables***

- Draft work plan due within three weeks of contract being awarded.
- Proposed Program outline for the each of the four years of analysis shall be due within 60 days of the award being confirmed for subsequent discussion and approval by the Project Officer.
- Proposed methodology to include but not be limited to interview protocols and specific performance measurement tools to be used to gather data for the analysis within 90 days of the contract being awarded.

- Proposed record keeping system for documenting contacts made and tracking outcomes of efforts shall be presented to the Project Officer for approval within 120 days of the contract award. These records shall have the names of staff who were interviewed or otherwise consulted with regard to this Program.
- Annual summary report within 30 days of the end of each fiscal year that describes the details of efforts to include interviews, findings, and recommendations. These annual reports with measurements shall be used to gage adjustments in the process.
- Draft of final report outline to Project Officer for approval at the conclusion of year three.
- Final report inclusive of all details of findings over the course of the four years shall be due within 60 days of the final loan repayment disbursement in year four recommendations regarding the utility of this incentive, comparison of this incentive with other Agency incentives offered at the time of the program initiation and currently.
- Follow up with Social Workers enrolled in the program at the 6 and 12 month interval post conclusion of the incentive being paid to determine if they are still employed with CFSA and reasons for leaving if no longer employed.

\*\*\* END OF SECTION C\*\*\*



**SECTION D**  
**PACKAGING AND MARKING**

- D-1        The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1, when applicable.
- D-2        The Contractor shall be responsible for all posting and mailing fees connected with the performance of this contract.

**\*\*\* END OF SECTION D \*\*\***

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

This section is not applicable.

\*\*\* END OF SECTION E \*\*\*

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**TABLE OF CONTENTS**

<u>SECTION NO</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
F-1	CONTRACT TYPE	14
F-2	TERM OF CONTRACT	14
F-3	OPTION TO EXTEND	14
F-4	CONTRACTOR REPORTING REQUIREMENTS	15

## **SECTION F DELIVERIES AND PERFORMANCE**

### **F-1      CONTRACT TYPE**

This is an indefinite quantity-indefinite delivery contract with payments based on the fixed unit prices listed for each line item listed in Schedule B for the base year and each option year(s).

The Contractor shall be paid a firm-fixed price for a minimum of 150 Social Workers recruited for the Loan Repayment Program.

The Contractor shall be paid a fixed unit price for each Social Worker recruited above the 150 Social Workers recruited for the Loan Repayment Program.

### **F-2      TERM OF CONTRACT**

The term of the contract shall be for a period of one year, from date of award through 12 months thereafter with two One Year Options to renew.

### **F-3      OPTION TO EXTEND**

F-3.1      The District may extend the term of this contract for a period of one (1) year, or any fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. The total duration of all options shall not exceed **two (2) years**. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **three (3) years**.

F-3.2      If the District exercises this option, the extended contract shall be considered to include this option provision.

F-3.3      The price for the option period is specified on Schedule B.

**CONTRACTOR REPORTING REQUIREMENTS**

The Contractor shall submit to CFSA Project Manager the following reports:

- a) Within two (2) weeks after contract award, the draft work plan;
- b) On a monthly basis, detailed records of the names, grades, title and other demographic data of Social Workers who apply for the Loan Repayment Program funding, who are accepted and who are rejected and the reason for denial
- c) On a monthly basis, a detailed summary report to include amount of payment, lending institutions that received payment(s), name of Social Worker involved, date of payments, and name of Social Worker requiring default collections and amount; and
- d) On a weekly basis, proposed contractual services agreements with Social Workers for the program;

**\*\*\* END OF SECTION F \*\*\***

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION**

**TABLE OF CONTENTS**

<u>SECTION NO</u>	<u>SECTION TITLE</u>	<u>PAGE NO</u>
G-1	CONTRACT ADMINISTRATION	17
G-2	PROGRAM MONITOR	17
G-3	MODIFICATIONS	18
G-4	SUBMISSION OF INVOICES	18
G-5	CERTIFICATION OF INVOICES	19
G-6	PAYMENT	19

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G-1 CONTRACT ADMINISTRATION**

G-1.1 The Child and Family Services Agency, Contracts and Procurement Administration shall be responsible for all matters of contract administration that do not deal with the monitoring of programmatic performance, for which the CFSA Program Monitor is responsible. All questions shall be directed in writing to the Contracting Officer, unless the Contracts and Procurement Administrator/Agency Chief Contracting Officer (CPA/ACCO) designates another contact person.

G-1.2 The Contracts and Procurement Administrator  
Agency Chief Contracting Officer (CPA/ACCO)  
Government of the District of Columbia  
Child and Family Services Agency  
955 L'Enfant Plaza, SW, Suite 5200  
Washington, D.C. 20024  
(202) 724-7544 (phone)  
(202) 724-5300 (phone-main number)  
(202) 727-5883 (fax)

#### **G-2 PROGRAM MONITOR**

G-2.1 The CFSA Program Monitor is the person designated by CFSA to monitor programmatic aspects of contract performance/delivery of services. Correspondence or inquiries related to these issues shall be directed to the Program Monitor, identified below. The Program Monitor reports to the Deputy Director for Administration, who is the lead programmatic manager for this contract.

G-2.2 The CFSA Program Monitor for this contract is:

Human Resources Administrator  
Government of the District of Columbia  
Child and Family Services Agency  
Office of Human Resources  
955 L'Enfant Plaza, Suite 5200  
Washington, DC 20024  
(202) 724-7373

G-3

**MODIFICATIONS**

Any changes, additions or deletions to this contract shall be made by written modification by the Contracting Officer only and no other. Any such changes, additions or deletions made to the contract by a CFSA or non-CFSA employee who is not an authorized Contracting Officer shall be deemed null and void. For purposes of this contract, the only authorized Contracting Officer is identified in Section G-1

G-3.1

The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the CPA/ACCO, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G-4

**SUBMISSION OF INVOICES**

G-4.1

The Contractor shall submit an original signed invoice and three copies to the party specified in Section G-4.2, below, no later than 10 days after the last day of any month in which services are provided. The invoices shall include the Contractor's name, address, invoice number, date, tax ID number, DUNS number, contract number, detailed breakdown of description of services, name and address of both the person to whom payment is to be sent, and the person to be notified in the event of a defective invoice. In addition, each invoice shall include as an attachment a copy of the Monthly Progress Report that related to the period for which the invoice is being submitted. If any invoice is submitted without each required element or attachment set forth in this paragraph, the invoice shall be defective and shall be returned to Contractor for correction and re-submission. The invoices shall be hand delivered or sent by alternative means that permits the objective verification of delivery and receipt.

G-4.2

Please submit all invoices to the following:

Accounts Payable Manager  
Government of the District of Columbia  
Child and Family Services Agency  
Fiscal Operations Administration (Office of the Chief Financial Officer)  
400 Sixth Street, SW, 2nd floor  
Washington, D.C. 20024  
(202) 727-7456 (phone)



G-5

**CERTIFICATION OF INVOICES**

Upon receipt of a properly submitted invoice, the Accounts Payable Manager, or his/her designee, shall record the date that the invoice is received, and forward the invoice to the CFSA Program Monitor, who shall certify that services were performed. The Program Monitor shall then forward the certified invoice to the Accounts Payable Manager for final processing and payment.

G-6

**PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, payment shall be made by the District of Columbia Office of the Chief Financial Officer within thirty (30) days from the date of receipt of a properly submitted invoice. The Office of the Chief Financial Officer is an independent District government agency with exclusive control over all payments. The District shall only pay the Contractor for performing the services under this contract according to the terms outlined in this contract and the prices set forth in Section B.

**\*\*\* END OF SECTION G \*\*\***

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS  
SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
H-1	PERSONNEL	15-16
H-2	COST OF OPERATION	16
H-3	INSURANCE	16
H-4	HIPAA PRIVACY COMPLIANCE	16-20
H-5	AUDITS, RECORDS, AND RECORD RETENTION	21-22
H-6	PUBLICITY	22
H-7	CONFLICT OF INTEREST	22

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H-1 PERSONNEL**

- H-1.1 The Contractor shall comply with all Federal, State and local laws governing the health, safety and care of children in effect during the period of the contract, including but not limited to, the laws and procedures governing mandatory reporting of abuse and/or neglect of children.
- H-1.2 The Contractor shall maintain documentation that Contractor staff (defined for purposes of this contract as all persons, whether employees, volunteers or consultants) performing services under this contract possess adequate training, qualifications, and competence to perform the duties to which they are assigned, and hold current licenses or certifications as appropriate.
- H-1.3 The Administrator for Human Resources, or her designee, shall have sole discretion to permit or prohibit any person with a criminal record from working for the Contractor on this contract, except that persons having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, or drug distribution shall not under any circumstances perform services or be employed by Contractor under this contract. Persons having criminal convictions for drug possession shall not have direct contact with children under this contract. Any person for whom there is substantial evidence, in the sole discretion of the Administrator for Human Resources, that the person has engaged in physical and/or sexual abuse of children or other staff persons, verbal abuse of children, family members or staffers, or substance abuse during the provision of services, or in the presence of children receiving services under this contract, shall be prohibited from providing services under this contract.
- H-1.4 The Contractor shall employ a Program Manager to monitor the performance of the contract requirements as set forth in this contract, and shall provide the name and contact information to the CFSA Program Monitor within five (5) days of the Program Manager assuming such responsibilities. Additionally, Contractor shall provide orientation sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.
- H-1.5 The Contractor shall maintain, and shall make available to the Program Monitor, written job descriptions covering all positions funded through the contract, which must be included in the Program files and be available for inspection on request by CFSA. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract Program, the Contractor shall obtain written documentation of education, work experience and personal references, as well as any current licenses and certifications that are applicable.

- H-1.6 The Contractor shall maintain, and shall make available to the Program Monitor, upon request an individual personnel file for each Program staff member funded by this contract which shall contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct relating thereto, and reason if terminated from employment.
- H-1.7 The Contractor shall maintain, and shall make available to the Program Monitor, upon request, a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.

H-2 **COST OF OPERATION**

All costs of operation under this contract are the sole responsibility of the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses. No payments other than those provided for in the Pricing Schedule shall be made to the Contractor by CFSA.

H-3 **INSURANCE**

Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under this contract, the types of insurance specified in the letter contract. The Contractor shall submit a certificate of insurance giving evidence of the required coverage's prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, The District maintains the right to stop work until proper evidence is provided. Evidence of insurance shall be submitted to the Contracting Officer listed in Section G-1 of this contract.

H-4 **HIPAA PRIVACY COMPLIANCE**

H-4.1 Definitions

H-4.2 "Business Associate" shall mean the Contractor.

- H-4.3 "CFSA" shall mean the District of Columbia, Child and Family Services Agency
- H-4.4 (a) "Designated Record Set" means a group of records maintained by or for CFSA that is:
- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
  - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
- (b) For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- H-4.5 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- H-4.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- H-4.7 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of CFSA.
- H-4.8 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- H-4.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- H-4.10 Obligations and Activities of Business Associate
- H-4.11 Contractor is hereby designated by CFSA as a "Business Associate" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) and its implementing regulations. CFSA is a "Covered Entity" for purposes of HIPAA.
- H-4.12 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- H-4.13 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

- H-4.14 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- H-4.15 Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- H-4.16 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- H-4.17 Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- H-4.18 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- H-4.19 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- H-4.20 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H-4.21 Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H-4.22 Permitted Uses and Disclosures by Business Associate
- H-4.23 Refer to underlying services agreement: Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.

- H-4.24 Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- H-4.25 Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- H-4.26 Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- H-4.27 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
- H-4.28 Obligations of CFSA
- H-4.29 CFSA shall notify Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- H-4.30 CFSA shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- H-4.31 CFSA shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

H-4.32 Permissible Requests by CFSA

CFSA shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

H-4.33 Term and Termination

H-4.34 Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Business Associate, or created or received by Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

H-4.35 Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Business Associate, CFSA shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by CFSA;

(b) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible;  
or

(c) If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.

H-4.36 Effect of Termination.

(a) Except as provided in Section H-4.6.3(b), upon termination of the contract, for any reason, Business Associate shall either return or destroy all Protected Health Information received from CFSA, or created or received by Business Associate on behalf of CFSA, at the sole election of the Contracting Officer. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall not take any action regarding the destruction of Protected Health Information without CFSA's express prior approval.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon prior determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction



infeasible, for so long as Business Associate maintains such Protected Health Information.

H-4.37 Miscellaneous

H-4.38 Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

H-4.39 Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

H-4.40 Survival. The respective rights and obligations of Business Associate under Section H-7.6 of this Clause and Provisions 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

H-4.41 Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

## H-5 **AUDITS, RECORDS, AND RECORD RETENTION**

H-5.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H-5.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H-5.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H-5.4 The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District agencies, or other personnel duly authorized by the Contracting Officer.

H-5.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H-5.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H-6 **PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H-7 **CONFLICT OF INTEREST**

H-7.1 No official or employee of the District of Columbia who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the Program, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H-7.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

\*\*\*END OF SECTION H\*\*\*

## **PART II - CONTRACT CLAUSES**

### **SECTION I**

#### **CONTRACT CLAUSES**

#### **TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
I-1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS	23
I-2	CONTRACTS THAT CROSS FISCAL YEARS	23
I-3	CONFIDENTIALITY OF INFORMATION	23
I-4	TIME	23
I-5	RESTRICTION OF DISCLOSURE AND USE OF DATA	23
I-6	RIGHTS IN DATA	24-27
I-7	OTHER CONTRACTORS	27
I-8	FIRST SOURCE EMPLOYMENT AGREEMENT	27
I-9	SUBCONTRACTS	27
I-10	CONTINUITY OF SERVICE	28
I-11	INSURANCE	28-29
I-12	EQUALITY EMPLOYMENT OPPORTUNITY	29
I-13	PRE-AWARD APPROVAL	30

## **SECTION I CONTRACT CLAUSES**

### **I-1      APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, (**Attachment J.1**), the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

### **I-2      CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

### **I-3      CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I-4      TIME**

Time, if stated in a number of days, shall include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I-5      RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

#### **1-5.1      Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to

duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

1-5.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

I-6 **RIGHTS IN DATA**

I-6.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I-6.2 (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

(b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I-6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I-6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I-6.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I-6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I-6.7 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I-6.8 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I-6.9 Copy computer programs for safekeeping (archives) or backup purposes; and
- I-6.10 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I-6.11 The restricted rights set forth in section I-6.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

## RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in  
Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's  
Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I-6.12 In addition to the rights granted in Section I-6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I-6.13 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I-6.14 For all computer software furnished to the District with the rights specified in Section I-6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I-6.5. For all computer software furnished to the District with the restricted rights specified in Section I-6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I-6.15 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I-6.16 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I-6.17 Paragraphs I-6.6, I-6.7, I-6.8, I-6.11 and I-6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I-7 **OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or by any District employee.

I-8 **FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement, Attachment J.4 executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods, if any.

I-9 **SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I-10 **CONTINUITY OF SERVICES**

I-10.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that,



upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I-10.2      Furnish phase-out, phase-in (transition) training; and

I-10.3      Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I-11      **INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I-11.1      **Workers' Compensation:** The Contractor shall carry worker's compensation insurance covering all of its employees employed upon the premises and connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I-11.2      **Employer's Liability:** The Contractor shall carry employer's coverage of at least **one hundred thousand dollars (\$100,000.00) per employee.**

I-11.3      The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contacting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action. The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Director  
Child and Family Services Agency  
400 6th Street SW  
5<sup>th</sup> Floor  
Washington, D.C. 20024

Office of the City Administrator  
Attention Risk Management Officer  
441 4th Street, NW

Suite 1150  
Washington, D.C. 20001

- I-11.4 The Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, suits in law and equity (including without limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:
- I-11.5 Operating a facility;
- I-11.6 Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or
- I-11.7 Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors; whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility's indemnity obligations under this section shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility's obligation to defend the contracting entity, licensing agency, and the District of Columbia government.
- I-11.8 Contractors shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency upon written request.

I-12 **EQUALITY EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

I-13 **PRE-AWARD APPROVAL**

The award and enforceability of this contract is contingent upon Council Approval. In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code 2-301.05(a).

**\*\*\* END OF SECTION I \*\*\***

**SECTION J**  
**LIST OF ATTACHMENTS**

**The following document is attached, and incorporated by reference into the RFP and shall become incorporated into any resulting contract:**

- J.1**                Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated April 2003

**The following documents are attached and incorporated by reference into the RFP, and must be completed and returned with the Offerors' proposal:**

- J.2**                Department of Employment Services Tax Certification Affidavit
- J.3**                Office of Tax and Revenue Tax Certification Affidavit
- J.4**                First Source Employment Agreement
- J.5**                LSDBE Certification Package
- J.6**                E.E.O. Compliance Documents
- J.7**                Cost and Pricing Data Form
- J.8**                Offer/Award Form

**The following documents are incorporated by reference in the RFP and shall become incorporated into any resulted contract:**

- J.9**                LaShawn A. v. Williams Implementation Plan, approved on May 15, 2003
- J.10**              LaShawn A. v. Williams Modified Final Order dated November 18, 1993
- J.11**              Federal Adoption and Safe Families Act of 1997
- J.12**              **APPLICABLE DOCUMENTS**
- Senate Report 108-142, District of Columbia Appropriations Bill, 2004

\*\*\* END OF SECTION J \*\*\*

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF**  
**OFFERORS**

**K-1      Tax Certification**

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit for the Department of Employment Services (Attachment J.2) and for the Office of Tax and Revenue (Attachment J.3).

**K-2      Authorized Negotiators**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

---

---

---

**K-3      TYPE OF BUSINESS ORGANIZATION**

**K-3.1**      The Offeror, by checking the applicable box, represents that

(a)      It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of

\_\_\_\_\_ an individual,

\_\_\_\_\_ a partnership

\_\_\_\_\_ a nonprofit organization, or

\_\_\_\_\_ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

\_\_\_\_\_ an individual

\_\_\_\_\_ a joint venture, or

\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_  
(Country)

**EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror shall use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

The Office of Human Rights' regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) is included as a part of this solicitation and requires the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror\_\_\_\_\_Date\_\_\_\_\_

Name\_\_\_\_\_Title\_\_\_\_\_

Signature\_\_\_\_\_

Offeror \_\_\_\_has \_\_\_\_has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror\_\_\_\_has \_\_\_\_has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K-6

### **WALSH-HEALY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healy Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c ) Regular Dealer

\_\_\_\_\_ The Offeror is a Regular Dealer.

\_\_\_\_\_ The Offeror is not a Regular Dealer.

(d) Manufacturer

\_\_\_\_\_ The Offeror is a Manufacturer.

\_\_\_\_\_ The Offeror is not a Manufacturer.

K-7

**BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

K-8

**OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_

\_\_\_\_\_

K-9

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code § 2-3-3.16 that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a Contract, or
- (iii) the methods or factors used to calculate the prices in the Contract;



- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
  - 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**\*\*\* END OF SECTION K \*\*\***

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

#### L-1 **CONTRACT AWARD**

The District intends to award one (1) contract as a result of this solicitation to the responsible Offeror whose offer conforms to the solicitation and is evaluated to be the best value to the District considering price, technical and other factors, specified elsewhere in this solicitation.

The District may award the contract on the basis of initial offers received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a standpoint of price, technical and other factors.

#### L-2 **PREPARATION AND SUBMISSION OF PROPOSALS**

Proposals shall be prepared in accordance with instructions set out below, with a clear and concise description of the Offerors capabilities to satisfy the requirements in all sections of the RFP. All pages must be numbered. The Offeror must respond to all points that require a response. An Offeror's proposal may be rejected if it fails to respond adequately to the RFP requirements

Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. ***Telephonic and telegraphic proposals shall not be accepted.*** Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Request for Proposals No. CFSA-05-R-0028, Loan Payment Program for Social Workers, (Title and Name of Offeror)."

Under a separate covers, Offerors shall submit one original and five (5) copies of the technical proposal, one original and five (5) copies of the price proposal, **and one original of all documents required to be submitted in Sections K-1, L-22 and L-25 or other attachments to the RFP.**

All submissions shall be clearly marked "Technical Proposal", "Price Proposal", or "Section Submissions" and be placed in the sealed conspicuously marked envelope. Proposals signed by an Officer must be accompanied by evidence of the Officer's authority to submit the proposal. By signing Attachment J.8, Offer/Award Form, the Officer represents that he/she is authorized to submit an offer.

L-3 **TECHNICAL PROPOSAL REQUIREMENTS**

L-3.1 **EXPERIENCE WITH DEVELOPING AND IMPLEMENTING AN ACCOUNTING SYSTEM**

The Offeror shall submit evidence that it has experience in the payment of services, including the development and implementation of payments to offset loans to a student loan lending institution, a bank or any other company where debt payment was required.

The Offeror shall submit documentation to describe its experience in performing an accounting or payment systems in accordance with Generally Accepted Accounting Principles (GAAP). Include years when there services were provided, a reference, and the contact number for the reference.

The Offeror shall submit evidence to describe its experience in developing and implementing a system to collect default payments from either individual or companies.

L-4 **QUALIFICATIONS AND EXPERIENCE OF PROPOSED STAFF**

The Offeror shall submit names of proposed employees that shall provide services for CFSA's Loan Repayment Program, including resumes or other supportive documentation that shall allow CFSA to evaluate the qualifications and experience of the proposed employees.

In addition, the Offeror shall submit a narrative for each of the proposed employees to document their experiences related to the services required under CFSA's Loan Repayment Program.

L-5 **PRICE PROPOSAL REQUIREMENTS**

The Offeror shall submit a price proposal in accordance with Section B.

L-5.1 In addition, The Offeror shall provide Certified Cost and Pricing Data by completing the package attached as Attachment J.7. Cost and Pricing Data encompasses all facts of the time or price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost and pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future cost or projections, they do include the data forming the basis for that judgment. Cost and pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the

soundness of estimates of future costs and to the validity of determinations of costs already incurred.

They also include factors such as vendor quotations; nonrecurring costs; information on changes in production methods or purchasing volume; data supporting projections of business prospects and objectives and related operational costs; and unit cost trends, such as those associated with labor efficiency, make-or-buy decisions, estimated resources to attain business goals, and information on management decisions that could have a significant bearing on cost.

L-6 **PROPOSAL SUBMISSION DATE AND TIME**

Proposals must be submitted no later than 4:00 PM (EST) on Wednesday, October 19, 2005.

L-7 **WITHDRAWALS OR MODIFICATIONS TO PROPOSALS**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, prior to the date and time set for submission of proposals.

L-8 **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposals;
- b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c) The proposal is the only proposal received.

Otherwise, a late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L-9                    **LATE MODIFICATIONS TO A SUCCESSFUL PROPOSAL**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L-10                   **POSTMARKS**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L-11                   **HAND DELIVERY OR MAILING OR PROPOSALS**

Proposals must be delivered or mailed to:

Child and Family Services Agency  
Office of Contracting and Procurement  
955 L'Enfant Plaza, SW, Suite 5200  
Washington, D. C. 20024  
Attention: Contract Administrator/ACCO  
(202) 724-7544 (direct line)  
(202) 724-5300 (main number)

L-12                   **QUESTIONS AND EXPLANATIONS TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question(s) in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than ten (10) calendar days before the date set for submission of the proposal- The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

L-13

**FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, Child and Family Services Agency, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise CFSA Chief Contracting Officer, Child and Family Services Agency of the reason for not submitting a proposal in response to this Solicitation. If a recipient does not submit an offer and does not notify CFSA Chief Contracting Officer, Child and Family Services Agency that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-14

**PROPOSAL PROTESTS**

Any actual or prospective Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L-15

**SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L-16

**UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L-17      **RETENTION OF PROPOSALS**

All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L-18      **PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

L-19      **ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in **Section K** of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L-20      **ACCEPTANCE PERIOD**

The Offeror agrees that its offer remains valid for a period of 180 days from the solicitation's closing date.

L-21      **PRE-PROPOSAL CONFERENCE**

There shall be a pre-proposal conference to be **held on** \_\_\_\_\_ for all interested parties. The location and time for the pre-proposal conference shall be as follows:

**Location:**      (TBD)  
**Date:**            (TBD)  
**Time:**           (TBD)

Nature of Discussions: All technical and procedural questions submitted in compliance with the requirements of the RFP shall be addressed at the conference. Additional questions, which may be posted at the conference, shall be accepted, and CFSA shall attempt to provide written answers by written amendment to the RFP. Offerors are cautioned that oral responses are not binding on CFSA.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five business days

after the pre-bid conference in order to generate an official answer. Official answers shall be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation.

L-22      **BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L-23      **LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L-23.1      Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L-23.2      District of Columbia registration or certification, , if required by law to obtain such license. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L-23.3      If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L-22.4      The District reserves the right to request additional information regarding the Offeror's organizational status.

L-23      **STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.



- L-23.1      Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L-23.2      Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L-23.3      Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L-23.4      Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L-23.5      Furnish evidence of a satisfactory performance record, and satisfactory record of integrity and business ethics.
- L-23.6      Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L-23.7      If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

L-24      **FAMILIARIZATION WITH CONDITIONS**

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L-25      **OFFERORS SUBMISSION OF CERTIFICATION**

Any vendor seeking to submit a bid or proposal as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its bid or proposal:

- a) A copy of the SBE letter of certification from the Local Business Opportunity Commission (LBOC); or

- b) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC along with an acknowledgement letter issued by the Director of the LBOC.
- c) Bids or proposals from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause shall not be considered. Bidders or Offerors must submit the required evidence of certification or self-certification at the time of submission of bids or proposals.

Attachment J.5 contains the Self-Certification Package.

In order to be eligible to submit a bid or proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

L 25.1

#### **PENALTIES FOR MISREPRESENTATION**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

L-25.2

#### **SBE JOINT VENTURES**

A joint venture between a small business enterprise (as defined under Section 2(6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the LBOC under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

The LBOC shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

- (a) The non-SBE partner demonstrates to the LBOC that its size does not exceed the size limitations set forth in the Act; or

- (b) The LBOC determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be detrimental to the SBE set-aside program.

**\*\*\* END OF SECTION L \*\*\***

## **SECTION M EVALUATION FACTORS**

### **M-1      EVALUATION CRITERIA FOR AWARD**

The contract shall be awarded to the responsive, responsible and qualified Offeror whose offer is the most advantageous to the District, based upon the evaluation criteria specified below. While the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award, rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

The District may award a contract on the basis of initial offers received without discussions. Therefore, each initial proposal should contain the Offeror's terms from a standpoint of price, technical and other factors.

### **M-2      EVALUATION CRITERIA**

Selection of an Offeror for contract award shall be based on an evaluation of proposals against the following factors:

<b><u>Criteria</u></b>	<b><u>Maximum Points</u></b>
<b>Technical Proposal</b>	<b>75</b>
a.      Experience with Developing and Implementing a structured accounting and Record Keeping System and Program Design	25
b.      Experience in evaluating the efficiency and effectiveness of a Loan Repayment Program	25
c.      Qualifications and Experience of Staff	15
d.      Past Performance	10
 <b>Price Proposal</b>	 <b>25</b>
 <b><u>Total Points</u></b>	 <b><u>100</u></b>

M-3

**PRICE CRITERIA**

**(30 Points)**

The price evaluation shall be objective. The Offeror with the lowest unit price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Offeror's evaluated price score:

Sum of the unit prices for the base period and all option year  
of the lowest priced Offeror

$$\frac{\text{Sum of the unit prices for the base period and all option years of the Offeror being evaluated}}{\text{Score}} \times 25 = \text{Evaluated Price}$$

CFSA shall evaluate option pricing equally as base year pricing for this RFP since it is anticipated that CFSA shall exercise all of the options. **(See Section L-2.1 F)**

In addition, CFSA shall determine responsibility after it completes the evaluation of the proposals but before it awards the contracts.

**\*\*\* END OF SECTION M \*\*\***